



COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JOHN F. SCHUNHOFF, Ph.D.
Chief Deputy Director

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BOARD OF SUPERVISORS

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June 19, 2007

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**TWO SUBAWARD AGREEMENTS FOR THE HIV EPIDEMIOLOGY PROGRAM
FROM THE CHARLES R. DREW UNIVERSITY OF MEDICINE & SCIENCE
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of Public Health, or his designee, to accept Subaward Agreement No. 2007-NH-D2237A, Exhibit I, from The Charles R. Drew University of Medicine & Science (Drew), to conduct intervention research on HIV Prevention Among Non Gay Identified African American Men having sex with Men (MSM), effective for the project period beginning March 1, 2006 through October 31, 2007, in the amount of \$12,126, at no net County cost.
2. Approve and instruct the Director of Public Health, or his designee, to accept Subaward Agreement No. 2007-EGB-D2235B-TB, Exhibit II, from Drew, to conduct a pilot study on Exploring the Role of the Black Church among African American MSM effective for the project period beginning January 1, 2007 through June 30, 2007, in the amount of \$15,012, at no net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Approval of these recommended actions will allow DPH to accept two (2) Subaward Agreements for the HIV Epidemiology Program (Program) from Drew to conduct pilot studies and research on MSM and to receive reimbursement from Drew for work of County staff.

The Program is aware that this request for approval is occurring late in the term of each project period. Unfortunately, a number of unanticipated personnel changes, involving the Program and Drew, resulted in delays in submitting these recommended actions. In the case of Subaward Agreement No. 2007-NH-D2237A, the Principal Investigator left the Program, went to the Sheriff's Department and then to Drew. In addition, the Program's contracts administrator left the Program. Also during this project period, the previous director of the Program was replaced by the current

director. These personnel changes significantly hampered the Program's ability to process these two subaward agreement documents in a timely fashion.

This overall project was awarded by the University of California based on a proposal submitted by DHS (Public Health). By the time the award arrived, the Principal Investigator had transferred to the Sheriff's Department and the Board accepted the award on November 15, 2005, based on a Sheriff's Department Board letter. For a period of time, the HIV Epidemiology Program's participation was based on a departmental service order from the Sheriff's Department. Subsequently, the Principal Investigator moved to Drew and the University of California transferred the award to Drew.

In the meantime, DPH staff has been providing services specified in the scope of work because failure to fulfill the responsibilities would have compromised the science as well as the eligibility for funding for similar grants in the future. The DPH staff's time commitment was justifiable even without reimbursement because it fits within the overall scope of the HIV Epidemiology Program.

In the case of Subaward Agreement No. 2007-EGB-D2235B-TB, DPH was awarded funding to conduct an 8-month pilot project starting January 1, 2007. In February 2007, Drew notified DPH to encumber the funds for the 8-month project during an abbreviated January 1, 2007 through June 30, 2007 grant period to comply with the original funder's requirements. Although DPH staff had completed the subaward contract documentation as early as January 2007, the administrative issues described above have delayed this subaward agreement's delivery to the Board. DPH staff has had no choice but to conduct the work required to complete this research in order to comply with the expectations of the funding agency. DPH staff followed the original project timeline in order to complete the pilot study and the bulk of the work specified in the scope of work will be complete by June 30, 2007.

This second subaward is linked with a collaboration with Drew, funded directly to the County by the University of California University-Wide AIDS Research Program, and accepted by the Board on October 11, 2005. The Department will return to the Board to seek delegated authority for small sub-awards linked with this funded collaboration.

FISCAL IMPACT/FINANCING:

Total costs for the two projects is \$27,138 (or \$12,126 for the intervention research project on HIV Prevention Among Non Gay Identified African American MSM, for the period of March 1, 2006 through October 31, 2007, and \$15,012 for the pilot study project on Exploring the Role of the Black Church among African American MSM, for the period of January 1, 2007 through June 30, 2007), offset by two subawards received from Drew, at no net County cost. Funding is included in the Department's FY 2006-07 Final Budget, and FY 2007-08 Budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Data on the HIV/AIDS epidemic in Los Angeles County has long indicated the heavy toll of HIV morbidity and mortality on the African American population. Furthermore, the HIV/AIDS epidemic not only disproportionately impacts African American MSM compared to Latinos and Whites but also African American women compared to women of all other races/ethnicities. By conducting and collaborating on the two projects described in this motion, the HIV Epidemiology Program will be attempting to reduce the disparities in HIV morbidity and mortality among African Americans in the county.

The project entitled, "HIV Prevention Among Non Gay Identified African American MSM," is a three-year behavioral intervention trial with the goal of developing and testing the efficacy of a new HIV prevention program for African American MSM in Los Angeles County. The research objective is to use a randomized controlled trial design to estimate the effect of delivering a culturally tailored, six-session group intervention to 100 African American MSM and comparing HIV-related outcomes (e.g., unprotected anal sex with males, number of new male partners, etc.) measured at six-month follow-up to a group of 100 African American MSM who have not been assigned to the intervention sessions. Although HIV Epidemiology Program's collaboration with this project has been ongoing during the entire project period, actual project services and majority of the work will actually only be performed by DPH staff between March 1, 2006 through the October 31, 2007.

The pilot project entitled, "Exploring the Role of the Black Church among African American MSM," was funded in January 2007, for a 6-month project period. Pilot projects are often very short-term research studies that are the precursors to longer-term projects of greater award. In this particular pilot project, the DPH staff will conduct a mixed-methods research project that includes a brief quantitative questionnaire and eight focus group discussions to examine both positive and negative influences of African American religious institutions on the lives and HIV risk of African American MSM. Information obtained from this pilot project will be used to develop a manuscript for a peer-reviewed scientific journal and, ultimately, to leverage more funds to conduct more extensive research in this area.

County Counsel has reviewed and approved Exhibits I and II as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise Subaward Agreement grants on the Los Angeles County Online Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Countywide HIV/AIDS surveillance activities will continue uninterrupted at the same funding levels.

When approved, this Department requires three signed copies of the Board action.

Respectfully submitted,



f Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

JEF:er
BL#00119 Rev 6/6/07

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF GRANT AWARD

1. TYPE OF SERVICE/PROJECT:

On the project entitled, "HIV Prevention Among Non Gay Identified African American MSM.", is to advise Drew on the development and implementation of an HIV behavioral intervention for African American MSM who do not identify as gay and assist in the analysis, editing and revision of manuscripts published from the intervention's findings.

On the project entitled, "Exploring the Role of the Black Church among African American MSM." This pilot study will collect both quantitative and qualitative data to better understand both positive and negative influences of religious institutions on African American MSM's risk for HIV.

2. AGENCY ADDRESS AND CONTACT PERSON:

The Charles R. Drew University of Medicine & Science
1731 East 120th Street
Los Angeles, California 90059
Contact: Nina Harawa, Ph.D.
Telephone: (323) 563-5899 Fax: (310) 632-5236
Email: ninaharawa@cdrewu.edu

The Charles R. Drew University of Medicine & Science
1731 East 120th Street
Los Angeles, California 90059
Contact: Eric Bing, M.D., Ph.D., M.P.H.
Telephone: (323) 357-3447 Fax: (323) 357-3477
Email: eric.g.bing@gmail.com

3. TERM:

Project Period: March 1, 2006 through October 31, 2007
Project Period: January 1, 2007 through June 30, 2007

4. FINANCIAL INFORMATION:

Total cost for the two projects is \$27,138 (or \$12,126 for the intervention research project on HIV Prevention Among Non Gay Identified African American MSM, for the period of March 1, 2006 through October 31, 2007, and \$15,012 for the pilot study project on Exploring the Role of the Black Church among African American MSM, for the period of January 1, 2007 through June 30, 2007), offset by two subawards received from Drew, at no net County cost. Funding is included in the Department's FY 2006-07 Final Budget, and FY 2007-08 Budget request.

5. GEOGRAPHIC AREA SERVED:

Countywide

6. DESIGNATED ACCOUNTABLE FOR MONITORING AND EVALUATIONS:

Robert Kim-Farley, Medical Director, Communicable Disease to Public Health.

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief Deputy Director
HIV Epidemiology Program:	Douglas Frye, M.D., M.P.H., Director
Contracts and Grants:	Gary T. Izumi, Chief
County Counsel (approval as to form):	Andrea Ross, Senior Associate County Counsel

SUBAWARD AGREEMENT		
The Charles R. Drew University of Medicine & Science 1731 East 120 th Street Los Angeles, CA 90059	SUBRECIPIENT Los Angeles Department of Public Health 313 North Figueroa, 8 th Floor Los Angeles, CA 90012 PI: Trista Bingham	
Prime Award No. and Year AL04-CDREW-840	Subaward No. 2007-NH-D2237A	
Prime Awarding Agency Universitywide AIDS Research Program	CFDA Title and No. / DUNS No.	
Prime Award Title HIV Prevention Among Non Gay Identified African American MSM	Subaward Project Title Same as Prime	
Subaward Period of Performance March 1, 2006 – October 31, 2007	Amount Funded this Action: \$12,125.58	Est. Total, if incrementally funded
Reporting Requirements [Check here if applicable: <input type="checkbox"/> See Attachment []		

This Subaward Agreement is entered into to specify the terms and conditions under which The Charles R. Drew University of Medicine and Science (hereinafter referred to as "DREW") and Los Angeles Department of Public Health, (hereinafter referred to as "Subrecipient") will participate in the conduct of a project supported by Universitywide AIDS Research Program, (hereinafter referred to as "Sponsor").

1. Scope of Work

Subrecipient agrees to provide all the necessary qualified personnel, equipment, materials (except as otherwise may be provided herein), and facilities to perform the work as described in its proposal, which by this reference is incorporated into this Agreement at **Attachment A**.

2. Period of Performance; Location of Performance

The period of performance of this Agreement shall be as set forth above, unless extended by amendment of this Agreement. The location of Subrecipient's performance will be: HIV Epidemiology Program at 600 South Commonwealth Avenue, Suite 1920, Los Angeles, CA 90005.

3. Estimated Cost

DREW agrees to pay Subrecipient an amount not to exceed \$12,125.58 for work described in **Attachment A**. Funds provided may only be used for the project referenced in **Attachment A**.

4. Key Personnel

The Subrecipient Principal Investigator for the performance of this subaward is Trista Bingham, MPH, MS. If for any reason the Subrecipient Principal Investigator cannot continue his/her duties, Subrecipient will appoint a successor, subject to the approval of DREW. If the parties cannot agree on a successor, either party may terminate this Agreement in accordance with the terms of Article 17 – Termination.

5. Authorized Representatives

The Authorized representatives of DREW and Subrecipient for technical and administrative matters are listed in the **Attachment D** to this Subaward Agreement. Changes to the authorized representatives will be communicated in writing between parties, without necessity of a formal subaward amendment.

6. Prior Approvals

The Subrecipient is hereby authorized to rebudget in accordance with the terms and conditions of the Prime Award, unless specific prior approval restrictions are provided in this Article. Subrecipient shall obtain written approval from DREW's Authorized Official named in **Attachment D** for any actions requiring DREW's prior approval.

The following require prior approval of DREW's Authorized Official:

- Change in Key Personnel (Article 4)
- Subawards not referenced in **Attachment A**
- No-cost time extension, (requests for no-cost time extensions must be submitted in writing at least 30 days before end of project period)
- Any others referenced in the prime award at **Attachment B**.

7. Intellectual Property

DREW agrees that Subrecipient shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subrecipient in the performance of the project and developed using Subrecipient's facilities and personnel ("Subrecipient Technology"). Subrecipient agrees that DREW shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by DREW personnel and using DREW facilities under this Subaward Agreement ("DREW Technology"). Technology that is jointly developed by Subrecipient and DREW personnel, or developed solely by Subrecipient but involving more than incidental use of DREW's facilities shall be jointly owned ("Joint Technology").

8. Reports

- A. **Technical Reports.** Subrecipient shall submit a technical report to the DREW PI, describing accomplishments and significant research findings derived from the work conducted under this Agreement within 45 days of the Agreement end date.
- B. **Property Reports.** If property is acquired under this Agreement and property reports are a requirement of the prime award, Subrecipient shall submit a report of equipment purchased to DREW's Office of Grants and Contracts within 45 days of the Agreement end date.

Any additional reports are due as detailed in the Terms of Award from DREW's sponsor incorporated into this Agreement at **Attachment B**.

9. General Provisions

The work to be performed under this Subaward is being supported by Sponsor under the Award set forth above to DREW. If applicable, the rules and regulations, terms and conditions governing the award to DREW are by this reference hereby incorporated into this Subaward Agreement, including, but not limited to, provisions governing care and treatment of laboratory animals, HIPAA, civil rights and equal employment opportunity, protection of human subjects, patents and inventions (specifically the Patent Rights Clause of 37 CFR 401.14), publications and rights in data, at **Attachment B**.

10. Allowable Costs

Allowable costs shall be determined by Subrecipient in accordance with cost principles generally accepted by, or required to be used by, like organizations in effect at the effective date of this Agreement:

- OMB Circular A-21 – Cost Principles for Educational Institutions
- OMB Circular A-87 – Cost Principles for State & Local Governments and Indian Tribal Governments
- OMB Circular A-122 – Costs Principles for Non-Profit Institutions;
- 45 CFR 74, Appendix E – Cost Principles for Hospitals
- 48 CFR Subpart 31.2 (FAR) – Cost Principles for Commercial Organizations

11. Billing

Subrecipient shall submit monthly invoices for costs incurred to date but not previously invoiced. Each invoice shall follow the form and content of the sample invoice at **Attachment C**, and reference in full the DREW Subaward Number and the amount expended in the current period and cumulatively to date by major cost category. Subrecipient will be notified if additional information is required. All invoices must include the following signed certification:

I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that payment for the costs claimed above has not been received.

The final invoice, signed, certified and clearly marked FINAL, must be received within 60 days of Agreement end date. DREW's final payment to Subrecipient shall be forwarded upon receipt and acceptance of all required reports (see Article 8). In order to comply with its sponsor obligations, DREW must receive Subrecipient's final invoice within 60 days of the Agreement end date. If final invoice is not received within 60 days, DREW may not pay Subrecipient's final invoice. Invoices must reference the Subaward number and shall be submitted to the DREW Principal Investigator contact listed in **Attachment D**.

12. Audit

Subrecipient shall maintain and have available for audit and inspection all administrative and financial documents, and all other records, allocated to this Subaward Agreement for a period of four years following the expiration date except that, if an audit is initiated before the expiration of

the four year period, the records shall be retained until audit findings have been resolved. The above records are subject to inspection and audit by DREW, its designated representatives, representatives of Sponsor, or the Comptroller General of the United States at all reasonable times and upon advanced notice during the life of the Agreement and for four years thereafter, or longer if required by audit.

Any costs paid to Subrecipient by DREW which are subsequently found to be disallowed under audit shall be refunded to DREW.

Subrecipient agrees to comply with the requirements of This Agreement shall be governed by standards set forth in this Agreement, and the Special Research Programs Grant Administration Manual, which can be found at http://uarp.ucop.edu/documents/2005_GAM_final.pdf in that order of precedence.

13. Property

Not Applicable

14. Program Income

Subrecipient shall inform DREW of any program related income resulting from this Agreement and shall maintain appropriate records for the receipt and disposition of such income to enable DREW to fulfill its responsibilities to its sponsor. Subrecipient agrees to utilize any program income in accordance with the policy of DREW's sponsor and prime award, if any.

15. Indemnification

Each party shall defend, indemnify, and hold harmless the other from all liabilities, costs, or expenses arising from its negligent acts or omissions or willful misconduct, or that of its employees, students, agents, or subcontractors (excluding Subrecipient to this Agreement), in the performance of any of its obligations under this Agreement.

16. Insurance

Subrecipient shall obtain and maintain comprehensive liability insurance or self-insurance sufficient to cover its responsibilities under this project. If requested, Subrecipient agrees to provide evidence of such insurance to DREW via Certificate of Insurance or other documentation acceptable to DREW.

17. Termination

Either party may terminate this Agreement upon thirty (30) days' written notification to the other party. However, in the event that DREW's Sponsor terminates its award to DREW prior to the end of the period of performance, DREW will immediately notify subrecipient in writing, and this Agreement will be terminated. In the event of termination DREW will pay for costs incurred and non-cancelable commitments through the date of termination. Upon termination, Subrecipient shall make all reasonable efforts to mitigate costs. Subrecipient will furnish all necessary reports of research completed or in progress through the date of termination, as required under Article 8, Reports.

18. Publication

It is the intent of the parties to freely publish and disseminate research results under this Agreement subject to any restrictions or requirements imposed by DREW's sponsor and the Prime Award and Article 19 of this Agreement, if applicable

19. Publicity

Subrecipient shall not identify DREW in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of DREW University or its entities, whether registered or not, or use the name, title, likeness, or statement of any DREW faculty member, employee, or student, without DREW's prior written consent. Any use of DREW's name shall be limited to statements of fact and shall not imply endorsement by the University of the subrecipient's products or services.

DREW shall not identify subrecipient in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of subrecipient or its entities, whether registered or not, or use the name, title, likeness, or statement of any subrecipient faculty member, employee, or student, without subrecipient's prior written consent. Any use of subrecipient's name shall be limited to statements of fact and shall not imply endorsement by the subrecipient of DREW's products or services.

20. Laws and Regulations

This Agreement is subject to all applicable local, state and federal laws and regulations.

21. Dispute Resolution

If any dispute arises between the parties in connection with this Subaward Agreement and it cannot be resolved by mutual agreement after meetings between the parties, it will be finally settled under the JAMS Comprehensive Arbitration Rules and Procedures, by one or more arbitrators appointed in accordance with the Rules. Arbitration will be held in Los Angeles, California, or at some other mutually agreeable location.

22. Assignment

Neither party may assign this agreement without the prior written consent of the other party, and the prior consent of DREW's sponsor and awarding agency if required.

23. Severability

If any provision of this Subaward Agreement becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this Subaward Agreement and deemed to be deleted from this Subaward Agreement. If the deletion substantially alters the basis of this Subaward Agreement, the parties will negotiate in good faith to amend the provisions of this Subaward Agreement to give effect to the original intent of the parties.

24. Independent Contractors

DREW and Subrecipient are independent contractors and neither is an agent, joint venturer, or partner of the other.

25. Governing Law

This Subaward Agreement is governed by the laws of the State of California. Any legal action involving this Subaward Agreement will be adjudicated in the State of California, without regard to its conflict of laws doctrine.

26. Amendments or Changes

Amendments or changes to this Subaward Agreement must be in writing and signed by each party's authorized representative, with the exception of changes to **Attachment D**. DREW reserves the right to unilaterally amend this Agreement to award additional funding increments within the existing statement of work.

27. Certifications

Subrecipient certifies that:

A. To the best of its knowledge and belief, it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency of the United States of America;
- (2) Have not within a three year period preceding the proposal for this project been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (U.S. Federal, State, or local) transaction or contract under a public transaction; violation of U.S. Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (U.S. Federal, State, or local) with commission of any of the offenses enumerated in Article 27.A(2);
- (4) Have not within a three-year period preceding the application/proposal for this project had one or more public transactions (U.S. Federal, State, or local) terminated for cause or default.

B. It is not delinquent on the repayment of any debt(s) to the government of the United States of America.

C. It will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

D. It has filed the assurance required under the PHS final rule entitled "Responsibilities of Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science". If Subrecipient does not have its own assurance, Subrecipient agrees to be bound by DREW's.

- E. (1) No U.S. federal government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any U.S. Agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement
- (2) If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with this U.S. Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. **Objectivity in Research.** Subrecipient certifies it has a written and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research". If Subrecipient does not have such a policy, it agrees to abide by DREW's policy. Subrecipient also certifies that to the best of Subrecipient's knowledge, all financial disclosures related to the activities funded by this Agreement and required by its conflict of interest policy have been made; and that all identified conflicts of interest under this Agreement will have been satisfactorily managed, reduced or eliminated prior to the expenditures of any funds under this Agreement in accordance with Subrecipient's conflict of interest policy. Subrecipient's Administrative Representative must disclose conflicts, which cannot be satisfactorily managed, reduced or eliminated.

G. Subrecipient shall provide annual updated certifications of the above Certifications relating to debarment, lobbying, and conflict of interest, in accordance with applicable regulations.

28. Export Controlled Information

In the event that export controlled information is required to be provided by the Subrecipient to DREW, Subrecipient will so inform DREW in writing, directed to the Office of Grants and Contracts Contact listed in **Attachment D**, prior to any such disclosure, and shall not forward or provide any export controlled information to DREW without the express written permission of DREW. The burden shall be on the party disclosing the export controlled information to make it available only to eligible individuals as designated by DREW, or to obtain the appropriate license or approval from the relevant agency, or to invoke an available exception, exemption, or exclusion. DREW shall have the right to terminate the Agreement under Article 17,

"Termination," if the disclosure of export controlled information, under license or otherwise, would destroy DREW's ability to invoke the fundamental research exclusion with regard to the conduct or reporting of its research.

29. Order of Precedence

In the event of any inconsistency among sections of this Agreement, the order of precedence will be as follows: (1) the terms and conditions required to be flowed down from the prime award in **Attachment B**, except for the restrictions under Article 6 – Prior Approvals; (2) the terms and conditions of this Agreement.

30. Entire Agreement

This Subaward Agreement represents the entire agreement and understandings between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

Accepted for:

Subrecipient

Charles R. Drew University of Medicine &
Science

By: _____ By: _____

Name: John Schunhoff, Ph.D. Name: Rosemary Madnick, MBA

Title: Chief of Operations Title: Director, Grants, Contracts & Compliance

Date: _____ Date: _____

EIN: _____

ATTACHMENT A

Scope of Work

Trista Bingham will help to advise the intervention, questionnaire development, implementation, editing and the revision of manuscripts for publication. She will share resources such as survey instruments from studies on which she has worked, contacts with other researchers in the area and relevant research articles. In addition, she will work with her field staff for the Los Angeles site of the ongoing National HIV Behavioral Surveillance project to disseminate information on the MAALES Project to potentially eligible participants whom they encounter in the field.

<p style="text-align: center;">ATTACHMENT B Terms and Conditions – UARP</p>

1. BUDGET AND EXPENDITURES

- A. Expenditures under this Agreement shall be made in accordance with the approved budgets, and the rules and regulations detailed in the Special Research Programs Grant Administration Manual.
- B. Indirect Costs are reimbursable at 15% of salaries and benefits. No out-of-state travel is allowable without the prior written approval of UARP.

2. PAYMENT AND INVOICING

Payments are contingent upon:

- Execution of this Agreement by both parties. (Once, at initiation of this award).
- Clearance of *all* administrative issues, such as Human/Animal Subjects Approvals. (Annually.)
- Receipt of all required reports (see Article 10)

3. STATE OF CALIFORNIA BUDGET CONTINGENCY

- A. It is mutually agreed that if the State Budget Act or the federal Government Congressional Appropriation of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, The Regents shall have no liability to pay any funds whatsoever to Recipient or to furnish any other considerations under this Agreement and Recipient shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the State Budget Act or by the federal Government Congressional Appropriation for purposes of this program, The Regents shall have the option to either cancel this Agreement with no liability occurring to The Regents, the State, or the federal government, or to offer an agreement amendment to Recipient to reflect the reduced amount.

4. RECOVERY OF OVERPAYMENTS

- A. Recipient agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by The Regents, the State and/or Federal Government by one of the following options:
 - 1) Recipient's remittance of the full amount of the audit exception within 30 days following request for repayment;
 - 2) A mutually acceptable repayment schedule.
- B. Recipient will be notified by in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund

commencing on the date that an audit or examination finding is mailed to the Recipient, beginning 30 days after Recipient's receipt of the demand for repayment.

- D. If Recipient has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If Recipient loses the final administrative appeal, Recipient shall repay the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from Recipient's first receipt of notice requesting reimbursement of questioned audit costs or disallowed expenses.

5. GOVERNING STANDARDS

This Agreement shall be governed by standards set forth in this Agreement, and the Special Research Programs Grant Administration Manual, which can be found at http://uarp.ucop.edu/documents/2005_GAM_final.pdf in that order of precedence.

6. FINANCIAL ACCOUNTING RECORDS

Recipient agrees to maintain and preserve, until three years after termination of this Agreement and final payment from The Regents, to permit The Regents, DHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records.

7. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

8. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$1,000,000
(2) Products/Completed Operations Aggregate	\$3,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million dollars (\$1,000,000) per occurrence if using automobiles in conducting research under this agreement.
- C. Workers' Compensation as required under California State law.
- D. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

- E. Commercial Blanket Bond with a limit no less than the amount of grant funds in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
- F. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance.
- G. The coverages required under this Article shall not in any way limit the liability of the Recipient.
- H. The coverages referred to under A, B, and D of this Article shall include The Regents as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipients, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that the Regents is an additional insured on the applicable policies.

9. INDEMNIFICATION

Recipient shall defend, indemnify and hold The Regents, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees or agents.

The Regents shall defend, indemnify and hold Recipient, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees or agents.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

10. TERMINATION

This Agreement may be terminated by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Recipient shall take all necessary measures to mitigate its costs, and shall return to The Regents all unliquidated advance payments within 45 days of termination notice.

11. AMENDMENTS

The Regents may unilaterally amend this Agreement to provide additional funds and amend affected provisions. Carry-forwards into subsequent budget periods, Rebudgeting, and Changes in Key Personnel may be approved by an AIDS Research Program Official upon request by Recipient. *No Cost Time Extensions require the additional approval of The Regents' contact for Contractual Matters listed in Article 20.*

All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Executive Director – Strategic Sourcing and shall be by mutual consent of the parties in writing.

12. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will be deemed to create an employer-employee or principal-agent relationship between Regents and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees will not, by virtue of any services provided under this Agreement, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of Regents or any employment right or benefit available to or enjoyed by employees of Regents.

13. SITE INSPECTION

The Regents and DHS has, through any authorized representatives, the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Recipient or subcontractor(s), Recipient shall provide and shall require its subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of The Regents and/or DHS representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

14. CONFIDENTIALITY OF INFORMATION

In accordance with the DHS Prime Agreement, Recipient shall abide by the following Confidentiality of Information provisions.

- A. Recipient and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to Recipient, his/her employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. Recipient and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out Recipient's obligations under this Agreement.
- C. Recipient and its employees, agents, or subcontractors shall promptly transmit to The Regents all requests for disclosure of such identifying information not emanating from the client or person.
- D. Recipient shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information without prior written authorization.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

15. AVOIDANCE OF CONFLICTS OF INTEREST BY RECIPIENT

In accordance with the DHS Prime Agreement, Recipient shall abide by the following Conflict of Interest provisions.

- A. DHS and The Regents intend to avoid any real or apparent conflict of interest. Any information received, assertion, or claim from any source, which indicates the existence of a real or apparent conflict of interest under this Agreement, may be investigated and Recipient may be required to submit a plan for solving the conflict subject to prior review and approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where Recipient or any of its subcontractors, or any employee, officer, or director of Recipient or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.

- 2) An instance where Recipient's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties.
- C. If DHS or The Regents becomes aware of a known or suspected conflict of interest, Recipient will be given an opportunity to submit additional information or to resolve the conflict. Recipient will have five (5) working days from the date of notification of the conflict to provide complete information regarding the suspected conflict. If a conflict of interest under this Agreement is determined to exist and cannot be resolved to the satisfaction of DHS/The Regents, the conflict will be grounds for terminating this Agreement. Upon receipt of a written request from Recipient, an extension of the timeline indicated herein may be authorized.

ATTACHMENT C**Charles R. Drew University of Medicine and Science Invoice Form****DREW Subaward Number:** 2007-NH-D2237A**SEND INVOICE TO:**

CHARLES R. DREW UNIVERSITY
1731 E. 120th Street
Los Angeles, CA 90059

DREW Investigator: Nina Harawa**Prime Award Title:** HIV Prevention Among Non Gay Identified African American MSM

Send all payments to: Subrecipient Name
 Subrecipient Reference #

REQUEST FOR CASH REIMBURSEMENT

Voucher No:	<input type="checkbox"/> Final	Date Prepared:
Period Covered:		
EXPENSES	Current Charges	Cumulative Charges
		Cost-Sharing (if applicable)
Salaries and Wages:		
Fringe Benefits:		
Supplies:		
Materials:		
Equipment:	<input type="checkbox"/> Budgeted:	
	<input type="checkbox"/> Unbudgeted:	
Subawards:		
Services:		
Travel:		
F&A Rate:		

TOTAL

Less Previous Cumulative Amount: \$ _____

TOTAL AMOUNT DUE ON THIS INVOICE: \$ _____

I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that payment for the costs claimed above has not been received.

SIGNED: _____**DATE:** _____

NAME: _____
 (Subrecipient's Authorized Certifying Official)

PHONE NUMBER: _____**TITLE:** _____**SUBRECIPIENT INSTITUTION:** _____

ATTACHMENT D

Authorized Representatives

DREW Contacts		SUBRECIPIENT Contacts	
<u>Authorized Official/Admin Contact</u> Name: Rosemary Madnick, MBA Address: Director, Grants, Contracts, Compliance Charles R. Drew University 1731 East 120 th Street Los Angeles, CA 90059 Telephone: 323-563-5843 Fax: 323-563-5867 Email: rosemarymadnick@cdrewu.edu		<u>Authorized Official/Admin Contact</u> Name: John Schunoff, Ph.D. Address: 313 N. Figueroa, 8 th Floor Los Angeles, CA 90012 Telephone: (213) 240-8156 Fax: (213) 481-2739 Email: jshunhoff@ph.lacounty.gov	
<u>Drew Principal Investigator/Project Director</u> Name: Nina Harawa, Ph.D. Address: Charles R. Drew University 1731 East 120 th Street Los Angeles, CA 90059 Telephone: (323) 563-5899 Fax: (310) 632-5236 Email: ninaharawa@cdrewu.edu		<u>Principal Investigator/Project Director</u> Name: Trista Bingham, MPH, MS Address: HIV Epidemiology Program 600 S. Commonwealth Ave., Ste. 1920 Los Angeles, CA 90005 Telephone: (213) 351-8175 Fax: (213) 487-6473 Email: tbingham@ph.lacounty.gov	
<u>Department Contact</u> Name: Alice Meza Address: Charles R. Drew University 1731 East 120 th Street Los Angeles, CA 90059 Telephone: (323) 563-5811 Fax: (310) 632-5236 Email: alicemeza@cdrewu.edu		<u>Department Contact</u> Name: Douglas Frye, MD, MPH Address: HIV Epidemiology Program 600 S. Commonwealth Ave., Ste. 1920 Los Angeles, CA 90005 Telephone: (213) 351-8196 Fax: (213) 487-9386 Email: dfrye@ph.lacounty.gov	
<u>Office of Grants and Contracts</u> Name: Perrilla Johnson-Woodard, MBA Address: Sr. Grants Development Specialist Charles R. Drew University 1731 East 120 th Street Los Angeles, CA 90059 Telephone: (323) 563-5973 Fax: (323) 563-5967 Email: perrillajohnson@cdrewu.edu		<u>Office of Grants and Contracts</u> Name: Gary Izumi Address: 313 N. Figueroa, 6 th Floor Los Angeles, CA 90012 Telephone: (213) 240-8179 Fax: (213) 250-2958 Email: gizumi@ph.lacounty.gov	
<u>Financial Contact</u> Name: Mr. Emmuael Anyakpor Address: Charles R. Drew University of Medicine and Science 1731 East 120 th Street Los Angeles, CA 90059 Telephone: (323) 563-5820 Fax: (323) 563-1953 Email: Emmuael.anyakpor@cdrewu.edu		<u>Financial Contact</u> Name: Belinda Sngunon Address: 5555 Ferguson Drive, Room 100-50 Telephone: (353) 890-7836 Fax: (313) 890-8545 Email: bsngunon@ph.lacounty.gov	

		FROM	THROUGH	GRANT NUMBER AL04-CDREW-840		
PERSONNEL (Applicant organization only)		Months Devoted to Project			DOLLAR AMOUNT REQUESTED (omit cents)	
NAME	ROLE ON PROJECT	Effort			SALARY REQUESTED	FRINGE BENEFITS
Trista Bingham	Investigator	10%			7,072.38	3,347.45
<u>SUBTOTALS</u>					7,072.38	3,347.45
CONSULTANT COSTS						
EQUIPMENT (Itemize)						
SUPPLIES (Itemize by category)						
TRAVEL						
PATIENT CARE COSTS		INPATIENT				
		OUTPATIENT				
ALTERATIONS AND RENOVATIONS (Itemize by category)						
OTHER EXPENSES (Itemize by category)						
SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD					10,410.13	
DIRECT COSTS						
FACILITIES AND ADMINISTRATIVE COSTS (UCLA 54.5%)					1,715.45	
TOTAL DIRECT COSTS FOR NEXT PROJECT PERIOD (Item 8a, Face Page)					12,125.58	

SUBAWARD AGREEMENT		
The Charles R. Drew University of Medicine & Science 1731 East 120 th Street Los Angeles, CA 90059	SUBRECIPIENT Trista Bingham County of Los Angeles, Department of Health Services, HIV Epidemiology Program 600 S. Commonwealth Ave. Ste. 1920 Los Angeles, CA 90012	
Prime Award No. and Year CH05-DREW-616	Subaward No. 2007-EGB-D2235B-TB	
Prime Awarding Agency The Regents of the University of California, Universitywide AIDS Research Program (UARP)	CFDA Title and No. / DUNS No. None	
Prime Award Title Los Angeles Collaborative HIV/AIDS Public Health Research Center	Subaward Project Title Exploring the Role of the Black Church among African American MSM	
Subaward Period of Performance January 1, 2007 through June 30, 2007	Amount Funded this Action: \$15,012.00	Est. Total, if incrementally funded
Reporting Requirements [Check here if applicable: <input type="checkbox"/> See Attachment []		

This Subaward Agreement is entered into to specify the terms and conditions under which The Charles R. Drew University of Medicine and Science (hereinafter referred to as "DREW") and County of Los Angeles, Department of Health Services, HIV Epidemiology Program, (hereinafter referred to as "Subrecipient") will participate in the conduct of a project supported by The Regents of the University of California, Universitywide AIDS Research Program (UARP), (hereinafter referred to as "Sponsor").

1. Scope of Work

Subrecipient agrees to provide all the necessary qualified personnel, equipment, materials (except as otherwise may be provided herein), and facilities to perform the work as described in its proposal, which by this reference is incorporated into this Agreement at **Attachment A**.

2. Period of Performance; Location of Performance

The period of performance of this Agreement shall be January 1, 2007 through June 30, 2007, unless extended by amendment of this Agreement. The location of Subrecipient's performance will be: Los Angeles County, California.

3. Estimated Cost

DREW agrees to pay Subrecipient an amount not to exceed \$15,012.00 for work described in **Attachment A**. Funds provided may only be used for the project referenced in **Attachment A**.

4. Key Personnel

The Subrecipient Principal Investigator for the performance of this subaward is Trista Bingham. If for any reason the Subrecipient Principal Investigator cannot continue his/her duties, Subrecipient will appoint a successor, subject to the approval of DREW. If the parties cannot agree on a successor, either party may terminate this Agreement in accordance with the terms of Article 17 – Termination.

5. Authorized Representatives

The Authorized representatives of DREW and Subrecipient for technical and administrative matters are listed in the **Attachment D** to this Subaward Agreement. Changes to the authorized representatives will be communicated in writing between parties, without necessity of a formal subaward amendment.

6. Prior Approvals

The Subrecipient is hereby authorized to rebudget in accordance with the terms and conditions of the Prime Award, unless specific prior approval restrictions are provided in this Article. Subrecipient shall obtain written approval from DREW's Authorized Official named in **Attachment D** for any actions requiring DREW's prior approval.

The following require prior approval of DREW's Authorized Official:

- Change in Key Personnel (Article 4)
- Subawards not referenced in **Attachment A**
- No-cost time extension, (requests for no-cost time extensions must be submitted in writing at least 30 days before end of project period)
- Any others referenced in the prime award at **Attachment B**.

7. Intellectual Property

DREW agrees that Subrecipient shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subrecipient in the performance of the project and developed using Subrecipient's facilities and personnel ("Subrecipient Technology"). Subrecipient agrees that DREW shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by DREW personnel and using DREW facilities under this Subaward Agreement ("DREW Technology"). Technology that is jointly developed by Subrecipient and DREW personnel, or developed solely by Subrecipient but involving more than incidental use of DREW's facilities shall be jointly owned ("Joint Technology").

8. Reports

- A. Technical Reports. Subrecipient shall submit a technical report to the DREW PI, describing accomplishments and significant research findings derived from the work conducted under this Agreement within 45 days of the Agreement end date.
- B. Property Reports. If property is acquired under this Agreement and property reports are a requirement of the prime award, Subrecipient shall submit a report of equipment purchased to DREW's Office of Grants and Contracts within 45 days of the Agreement end date.

Any additional reports are due as detailed in the Terms of Award from DREW's sponsor incorporated into this Agreement at **Attachment B**.

9. General Provisions

The work to be performed under this Subaward is being supported by Sponsor under the Award set forth above to DREW. If applicable, the rules and regulations, terms and conditions governing the award to DREW are by this reference hereby incorporated into this Subaward Agreement, including, but not limited to, provisions governing care and treatment of laboratory animals, HIPAA, civil rights and equal employment opportunity, protection of human subjects, patents and inventions (specifically the Patent Rights Clause of 37 CFR 401.14), publications and rights in data, at **Attachment B**.

10. Allowable Costs

Allowable costs shall be determined by Subrecipient in accordance with cost principles generally accepted by, or required to be used by, like organizations in effect at the effective date of this Agreement:

- OMB Circular A-21 – Cost Principles for Educational Institutions
- OMB Circular A-87 – Cost Principles for State & Local Governments and Indian Tribal Governments
- OMB Circular A-122 – Costs Principles for Non-Profit Institutions;
- 45 CFR 74, Appendix E – Cost Principles for Hospitals
- 48 CFR Subpart 31.2 (FAR) – Cost Principles for Commercial Organizations

11. Billing

Subrecipient shall submit monthly invoices for costs incurred to date but not previously invoiced. Each invoice shall follow the form and content of the sample invoice at **Attachment C**, and reference in full the DREW Subaward Number and the amount expended in the current period and cumulatively to date by major cost category. Subrecipient will be notified if additional information is required. All invoices must include the following signed certification:

I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that payment for the costs claimed above has not been received.

The final invoice, signed, certified and clearly marked FINAL, must be received within 60 days of Agreement end date. DREW's final payment to Subrecipient shall be forwarded upon receipt and acceptance of all required reports (see Article 8). In order to comply with its sponsor obligations, DREW must receive Subrecipient's final invoice within 60 days of the Agreement end date. If final invoice is not received within 60 days, DREW may not pay Subrecipient's final invoice. Invoices must reference the Subaward number and shall be submitted to the DREW Principal Investigator contact listed in **Attachment D**.

12. Audit

Subrecipient shall maintain and have available for audit and inspection all administrative and financial documents, and all other records, allocated to this Subaward Agreement for a period of four years following the expiration date except that, if an audit is initiated before the expiration of the four year period, the records shall be retained until audit findings have been resolved. The above records are subject to inspection and audit by DREW, its designated representatives,

representatives of Sponsor, or the Comptroller General of the United States at all reasonable times and upon advanced notice during the life of the Agreement and for four years thereafter, or longer if required by audit.

Any costs paid to Subrecipient by DREW which are subsequently found to be disallowed under audit shall be refunded to DREW.

Subrecipient agrees to comply with the requirements of OMB Circular A-133. Subrecipient further agrees to provide DREW with copies of its current audit or financial information, and annual updates thereof, covering the period of performance of this Subaward Agreement. In cases of non-compliance with federal laws and regulations, Subrecipient will also provide copies of responses to auditor's report(s) and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be available for inspection by DREW, its designated representatives, representatives of Sponsor, or the Comptroller General of the United States at all reasonable times during the life of the Agreement and for four years thereafter, or longer if required by audit.

13. Property

Unless DREW's prime sponsor requirements provide otherwise, title to all equipment purchased or fabricated with Federal awarding agency or recipient cost sharing funds, as direct costs of the project or program, shall vest in the subrecipient upon acquisition without further obligation to DREW, subject to the following conditions:

A. The Prime sponsor may require that title be transferred to the Federal Government or a third party if the project or program for which the equipment was purchased is transferred to another recipient. DREW shall notify the subrecipient of any request from Prime Awarding Agency to transfer title to equipment. Subrecipient shall immediately comply with DREW and/or the Awarding Agency's requirements to effect the transfer.

B. As long as the Federal Government continues to support the project or program for which the equipment was purchased, the Subrecipient:

- (1) Must use the equipment in that project or program, unless it no longer is needed for that project or program. The subrecipient may not encumber the equipment without the approval of the Federal awarding agency.
- (2) Must use the equipment in accordance with paragraphs (b) and (d) of section _____.34 of OMB Circular A-110. In accordance with paragraph (b), the recipient shall not use equipment acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute
- (3) May, when acquiring replacement equipment, use the equipment that is being replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, as authorized by paragraph (e) of section _____.34 of OMB Circular A-110.

C. The Subrecipient must account for the equipment in accordance with paragraph (f) of section _____.34 of OMB Circular A-110. The Subrecipient must continue to account for the equipment after the cessation of Federal support for the project or program for which the equipment was purchased, in a manner that ensures that: (1) equipment purchased under the award is not later included as a contribution toward cost sharing under another Federal award;

and (2) depreciation or use charges for the equipment are not later included in any proposal for Facilities and Administrative costs. Property reports shall be sent to DREW's Office of Grants and Contracts Contact named in **Attachment D**.

14. Program Income

Subrecipient shall inform DREW of any program related income resulting from this Agreement and shall maintain appropriate records for the receipt and disposition of such income to enable DREW to fulfill its responsibilities to its sponsor. Subrecipient agrees to utilize any program income in accordance with the policy of DREW's sponsor and prime award, if any.

15. Indemnification

Each party shall defend, indemnify, and hold harmless the other from all liabilities, costs, or expenses arising from its negligent acts or omissions or willful misconduct, or that of its employees, students, agents, or subcontractors (excluding Subrecipient to this Agreement), in the performance of any of its obligations under this Agreement.

16. Insurance

Subrecipient shall obtain and maintain comprehensive liability insurance or self-insurance sufficient to cover its responsibilities under this project. If requested, Subrecipient agrees to provide evidence of such insurance to DREW via Certificate of Insurance or other documentation acceptable to DREW.

17. Termination

Either party may terminate this Agreement upon thirty (30) days' written notification to the other party. However, in the event that DREW's Sponsor terminates its award to DREW prior to the end of the period of performance, DREW will immediately notify subrecipient in writing, and this Agreement will be terminated. In the event of termination DREW will pay for costs incurred and non-cancelable commitments through the date of termination. Upon termination, Subrecipient shall make all reasonable efforts to mitigate costs. Subrecipient will furnish all necessary reports of research completed or in progress through the date of termination, as required under Article 8, Reports.

18. Publication

It is the intent of the parties to freely publish and disseminate research results under this Agreement subject to any restrictions or requirements imposed by DREW's sponsor and the Prime Award and Article 19 of this Agreement, if applicable

19. Publicity

Subrecipient shall not identify DREW in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of DREW University or its entities, whether registered or not, or use the name, title, likeness, or statement of any DREW faculty member, employee, or student, without DREW's prior written consent. Any use of DREW's name shall be limited to statements of fact and shall not imply endorsement by the University of the subrecipient's products or services.

DREW shall not identify subrecipient in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of subrecipient or its entities, whether registered or not, or use the name, title, likeness, or statement of any subrecipient faculty member, employee, or student, without subrecipient's prior written consent. Any use of subrecipient's name shall be limited to statements of fact and shall not imply endorsement by the subrecipient of DREW's products or services.

20. Laws and Regulations

This Agreement is subject to all applicable local, state and federal laws and regulations.

21. Dispute Resolution

If any dispute arises between the parties in connection with this Subaward Agreement and it cannot be resolved by mutual agreement after meetings between the parties, it will be finally settled under the JAMS Comprehensive Arbitration Rules and Procedures, by one or more arbitrators appointed in accordance with the Rules. Arbitration will be held in Los Angeles, California, or at some other mutually agreeable location.

22. Assignment

Neither party may assign this agreement without the prior written consent of the other party, and the prior consent of DREW's sponsor and awarding agency if required.

23. Severability

If any provision of this Subaward Agreement becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this Subaward Agreement and deemed to be deleted from this Subaward Agreement. If the deletion substantially alters the basis of this Subaward Agreement, the parties will negotiate in good faith to amend the provisions of this Subaward Agreement to give effect to the original intent of the parties.

24. Independent Contractors

DREW and Subrecipient are independent contractors and neither is an agent, joint venturer, or partner of the other.

25. Governing Law

This Subaward Agreement is governed by the laws of the State of California. Any legal action involving this Subaward Agreement will be adjudicated in the State of California, without regard to its conflict of laws doctrine.

26. Amendments or Changes

Amendments or changes to this Subaward Agreement must be in writing and signed by each party's authorized representative, with the exception of changes to **Attachment D**. DREW reserves the right to unilaterally amend this Agreement to award additional funding increments within the existing statement of work.

27. Certifications

Subrecipient certifies that:

A. To the best of its knowledge and belief, it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency of the United States of America;
- (2) Have not within a three year period preceding the proposal for this project been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (U.S. Federal, State, or local) transaction or contract under a public transaction; violation of U.S. Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (U.S. Federal, State, or local) with commission of any of the offenses enumerated in Article 27.A(2);
- (4) Have not within a three-year period preceding the application/proposal for this project had one or more public transactions (U.S. Federal, State, or local) terminated for cause or default.

B. It is not delinquent on the repayment of any debt(s) to the government of the United States of America.

C. It will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

D. It has filed the assurance required under the PHS final rule entitled "Responsibilities of Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science". If Subrecipient does not have its own assurance, Subrecipient agrees to be bound by DREW's.

- E.
- (1) No U.S. federal government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any U.S. Agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement
 - (2) If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with this U.S. Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers (including subcontracts, subgrants,

and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. **Objectivity in Research.** Subrecipient certifies it has a written and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research". If Subrecipient does not have such a policy, it agrees to abide by DREW's policy. Subrecipient also certifies that to the best of Subrecipient's knowledge, all financial disclosures related to the activities funded by this Agreement and required by its conflict of interest policy have been made; and that all identified conflicts of interest under this Agreement will have been satisfactorily managed, reduced or eliminated prior to the expenditures of any funds under this Agreement in accordance with Subrecipient's conflict of interest policy. Subrecipient's Administrative Representative must disclose conflicts, which cannot be satisfactorily managed, reduced or eliminated.

G. Subrecipient shall provide annual updated certifications of the above Certifications relating to debarment, lobbying, and conflict of interest, in accordance with applicable regulations.

28. Export Controlled Information

In the event that export controlled information is required to be provided by the Subrecipient to DREW, Subrecipient will so inform DREW in writing, directed to the Office of Grants and Contracts Contact listed in **Attachment D**, prior to any such disclosure, and shall not forward or provide any export controlled information to DREW without the express written permission of DREW. The burden shall be on the party disclosing the export controlled information to make it available only to eligible individuals as designated by DREW, or to obtain the appropriate license or approval from the relevant agency, or to invoke an available exception, exemption, or exclusion. DREW shall have the right to terminate the Agreement under Article 17, "Termination," if the disclosure of export controlled information, under license or otherwise, would destroy DREW's ability to invoke the fundamental research exclusion with regard to the conduct or reporting of its research.

29. Order of Precedence

In the event of any inconsistency among sections of this Agreement, the order of precedence will be as follows: (1) the terms and conditions required to be flowed down from the prime award in **Attachment B**, except for the restrictions under Article 6 – Prior Approvals; (2) the terms and conditions of this Agreement.

30. Entire Agreement

This Subaward Agreement represents the entire agreement and understandings between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

Accepted for:

County of Los Angeles,
Department of Health Services,
HIV Epidemiology Program

The Charles R. Drew University of Medicine &
Science

By: _____ By: _____

Name: John Schunhoff _____ Name: Ron Lau, EdD _____

Title: Chief Deputy Director _____ Title: VP/CFO _____

Date: _____ Date: _____

EIN: _____

ATTACHMENT A

Exploring the Role of the Black Church among African American MSM

Trista Bingham, M.P.H., M.S. will devote 10% effort to conduct this pilot study as a Co-Principal Investigator. She has extensive experience with quantitative and qualitative research on MSM in Los Angeles and has been the Principal Investigator on numerous multi-site national projects involving the population. She and Jeffrey King, Co-PI from In The Meantime Men's Group, Inc., will conduct an eight-month mixed methods study involving eight focus groups interviews and accompanying pre-group quantitative assessment on sample of 48 AAMSM.

In the formative stage of the project, Ms. Bingham will help enlist a small group of community advisors to assist in the development and pre-testing of the focus group guide and the quantitative survey items. She will monitor and advise on subject recruitment and data collection, which will occur in Months 3 and 4. Mary Carmen Vitale of the HIV Epidemiology Program will devote 50% time for 2 months to transcribe and process qualitative data and data-enter pre-group quantitative assessments.

Ms. Bingham will spend Months 5 and 6 analyzing both qualitative and quantitative data with the Co-PI in preparation for data dissemination. She will conduct the final interpretation of the pilot study data in Months 7 and 8, with the intent to prepare a manuscript reporting the project findings for submission to *AIDS Education and Prevention* by the end of the funding period, August 31, 2007. In addition, following the funding period, Mr. Bingham will co-present findings to various local HIV planning groups, such as the Los Angeles HIV Prevention Planning Committee (PPC), and in other community settings in the Los Angeles County.

Specific tasks associated with the project's specific aims are listed below:

- Recruit up to five local community members to serve as advisors to the pilot project.
- Develop the study protocol and obtain IRB approval.
- Develop a semi-structured, qualitative group interview guide.
- Develop a brief pre-group, self-administered questionnaire.
- Recruit 48 African American MSM for eight focus group interviews.
- Transcribe, code and summarize focus group interviews.
- Analyze quantitative survey data.
- Discuss mixed method study results with community advisors.
- Prepare manuscript for publication.

ATTACHMENT B
Terms and Conditions

AGREEMENT NO. CH05-DREW-616

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITYWIDE AIDS RESEARCH PROGRAM

and

CHARLES R. DREW UNIVERSITY OF MEDICINE & SCIENCE

THIS AGREEMENT is between The Regents of the University of California, (hereinafter called "The Regents") represented by the *Office* of the Vice President--Health Affairs, Universitywide AIDS Research Program (hereinafter called "UARP"), and Charles R. Drew University of Medicine & Science (hereinafter called the "Recipient"), a non-profit institution.

WITNESS THAT

WHEREAS, the State of California Legislature has requested The Regents of the University of California establish and administer a program supporting research on Acquired Immune Deficiency Syndrome (AIDS); and

WHEREAS, the State of California has appropriated funds to The Regents for the administration of the Universitywide AIDS Research Program; and

WHEREAS, The Regents, in keeping with the outcome of a scientific peer review process and the advice of an appropriately constituted Scientific Advisory Committee, has recommended Recipient's proposal for the conduct of UARP research; and

WHEREAS, the Vice President for Health Affairs, acting on the recommendation of the Scientific Advisory Committee has approved Recipient's proposal for conducting UARP research,

NOW THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

Recipient shall conduct UARP research in accordance with its proposal entitled "Los Angeles Collaborative HIV/AIDS *Public Health* Research Center," which is incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2006 through June 30, 2007.

3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Eric Bing, MD.

See the Special Research Programs Grant Administration Manual, which can be found at <http://www.ucop.edu/srphome/uarplGrant%20Admin%20manual/welcome.html>, for specific minimum percent effort and other requirements and actions requiring *prior* approval.

4. BUDGET AND EXPENDITURES

- A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period starting July 1, 2005 through June 30, 2006 (FY01) shall not exceed \$ xxx. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and

regulations detailed in the Special Research Programs Grant Administration Manual.

- B. It is anticipated that an amount not to exceed \$ xxx will be made available and reimbursable to Recipient under this Agreement for the second year of the project (FY02).
- C. In accordance with the Special Research Programs Grant Administration Manual, indirect costs are reimbursable for 25 percent of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.

5. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the Special Research Programs Grant Administration Manual found on the internet at <http://www.ucop.edu/srphome/uarp/Grant%20Admin%20manualwelcome.html>, and Office of Management and Budget Circulars Nos. A-21 or A-122 as applicable, and A-110, in that order of precedence. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB Circulars is included here to take advantage of established institutional practices and procedures.)

6. PAYMENT AND INVOICING

Payment for 100% of the first year project period will be released after execution of this Agreement by both parties, and clearance of the contingencies listed below.

In subsequent project periods, unilateral amendments to this Agreement will be issued by The Regents once funds are appropriated by the California State Legislature from subsequent State budgets. Upon clearance of the contingencies listed below and issuance of the continuation amendment, 80% of the funding for the second project period will be released. The remaining 20% will be paid after receipt of the final reports required by Article 8. Invoices *are not* required at any stage.

Payments are contingent upon:

- Appropriation and availability of funds provided by the California State Legislature
- Execution of this Agreement by both parties. (Once, at initiation of this award.)
- Issuance by The Regents of unilateral amendments to obligate subsequent year funding. (With each subsequent project period.)
- Clearance of *all* administrative issues, such as Human/Animal Subjects Approvals. (Annually.)
- Receipt of all required reports (Scientific and Fiscal *Progress* reports as described in Article 8.)

If sufficient funds are not appropriated for this program and Agreement, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

7. FINANCIAL ACCOUNTING/RECORDS

- A. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred.
- B. This Agreement shall be subject to the examination and audit of The Regents and the Auditor General of the State of California from the start date to three years after receipt of all required reports. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.

8. FISCAL AND SCIENTIFIC PROGRESS REPORTS

- A. Recipient is required to submit annual progress and fiscal reports. The format for these reports is described in the Special Research Programs Grant Administration Manual. Funding for each

noncompetitive continuation year (years 2, 3, and 4) will be dependent upon receipt of both reports (due May 1st of each year) satisfactory scientific progress, satisfactory progress in implementing supported infrastructure, and the timely expenditure of grant funds.

- B. In the final year of this Agreement, the scientific report shall be submitted to UARP within 60 days, and the final fiscal report shall be submitted within 90 days, after expiration or termination of this Agreement, whichever occurs first. If a no-cost time extension is granted for a period greater than 3 months, annual reports must still be submitted by May 1st, in addition to the final reports due within 60 and 90 days of the new end date.
- C. Recipient is required to attend an annual Centers consortium meeting to report on progress and share findings with UARP staff and representatives of the Universitywide Task Force on AIDS. An abstract of research findings to date for the annual meeting is due to the UARP *prior* to the meeting. The UARP will notify the Principal Investigator of the time and place of such meeting.

9. PUBLICATION

Any publication resulting from the research supported by this Agreement must acknowledge such support. The wording to be used is "This research was supported by funds provided by the Universitywide AIDS Research Program, Grant Number CH05-DREW-616." One reprint of each publication shall be provided to the UARP.

10. TERMINATION

This Agreement may be terminated in whole or in part without cause by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Recipient for non-cancelable obligations, and allowable and proper budgeted costs incurred to date of termination. Balances owed to Recipient will be paid upon receipt and acceptance of all final reports. Recipient shall take all necessary measures to mitigate its costs and shall return to The Regents all liquidated advance payments within 90 days of termination.

11. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Re-budgeting, and changes in Key Personnel may be approved by the UARP Program Official upon request by Recipient as described in the Special Research Programs Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Director of Strategic Sourcing and shall be by mutual consent of the parties in writing.

12. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

- 1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$1,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall *continue* for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- 2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles

in conducting research under this Agreement.

3. Workers' Compensation as required under California State law.
4. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

5. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.
7. The coverages required under this Article shall not in any way limit the liability of the Recipient.
8. The coverages referred to under (1) and (2) of this Article shall include The Regents as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is *required*. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing compliance with all requirements.

13. INDEMNIFICATION

Recipient shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees.

The Regents shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for *injury or damages* are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, agents, or employees.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

14. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

- A. Confidentiality: Neither party shall furnish any information considered enabling and confidential or proprietary by it or by any third parties to the other party in connection with this Agreement, absent a subsequent and separate written agreement between the parties to the contrary.

- B. Patent Rights: All rights to any patentable inventions or discoveries conceived or reduced to practice in the performance of the work conducted under this Agreement shall belong to the Recipient.
- C. Copyrights: All rights in copyright works created by the Recipient in the performance of work under this Agreement are the property of the Recipient. To the extent that the Recipient shall have the legal right to do so, the Recipient grants The Regents a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the deliverables specified in the Scope of Work for educational and non-commercial research purposes and to have or permit others to do so on its behalf.
- D. Upon request, Recipient shall provide The Regents with access to any data utilized in the performance of work under this Agreement.
- E. Tangible Research Results: Other discoveries made or reduced to practice under this Agreement which may not be protectable by patent or copyright, such as biological materials, plasmids, and cell lines, shall be the property of the Recipient and licensed in the public interest.
- F. Commercial Application and Reporting: The Recipient shall use reasonable efforts to achieve expeditious practical application of the patents, copyrights, and tangible research results developed in the course of the performance of work under this Agreement. Annual and final technical reports shall include a description on the commercial utilization of the research results or on the efforts at obtaining such utilization, including providing non-confidential, non-enabling information regarding any invention or discovery and patent applications filed or patents issued thereon.

15. AFFIRMATIVE ACTION NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

16. TITLE TO PROPERTY

Equipment is defined as an article of tangible nonexpendable personal property that has a useful life of more than one year and an acquisition cost per unit that equals or exceeds \$5,000 or the capitalization threshold established by the organization, whichever is less. The Regents reserve the right to transfer title to equipment to The Regents or to a third party named by The Regents. The Regents shall notify the Recipient within 120 days from expiration of this Agreement of its intention to transfer title; otherwise title to equipment shall remain with the Recipient.

Expendable personal *property* will become property of the Recipient.

17. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will be deemed to create an employer-employee or principal-agent relationship between Regents and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier sub-awardees will not, by virtue of any services provided under this Agreement, be entitled to participate, as an employee or otherwise, in or under any *employee* benefit plan of Regents or any employment right or benefit available to or enjoyed by employees of Regents.

ATTACHMENT C**Charles R. Drew University of Medicine and Science Invoice Form****DREW Subaward Number: 2007-EGB-D2235B****SEND INVOICE TO:**

CHARLES R. DREW UNIVERSITY
Drew Cares
1731 E. 120th Street
Los Angeles, CA 90059

DREW Investigator: Eric Bing

 Prime Award Title: Los Angeles Collaborative HIV/AIDS Public Health Research Center

Send all payments to: Subrecipient Name
 Subrecipient Reference #

REQUEST FOR CASH REIMBURSEMENT

Voucher No:	<input type="checkbox"/> Final	Date Prepared:
Period Covered:		
EXPENSES	Current Charges	Cumulative Charges
Salaries and Wages:		
Fringe Benefits:		
Supplies:		
Materials:		
Equipment:	<input type="checkbox"/> Budgeted:	
	<input type="checkbox"/> Unbudgeted:	
Subawards:		
Services:		
Travel:		
F&A Rate:		

TOTAL

Less Previous Cumulative Amount:

\$ _____

TOTAL AMOUNT DUE ON THIS INVOICE:

\$ _____

I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that payment for the costs claimed above has not been received.

SIGNED: _____

DATE: _____

 NAME: _____
 (Subrecipient's Authorized Certifying Official)

PHONE NUMBER: _____

TITLE: _____

SUBRECIPIENT INSTITUTION: _____

ATTACHMENT D

Authorized Representatives

DREW Contacts	SUBRECIPIENT Contacts
<u>Authorized Official/Admin Contact</u> Name: Rosemary Madnick Address: Director-Grants, Contracts & Compliance 1731 E. 120 th Street Los Angeles, CA 90059 Telephone: (323) 563-5843 Fax: (323) 563-5867 Email: rosemarymadnick@cdrewu.edu	<u>Authorized Official/Admin Contact</u> Name: John Schunhoff, Ph.D. Address: Chief Deputy Director 313 N. Figueroa, 8 th Floor Los Angeles, CA 90012 Telephone: (213) 240-8156 Fax: (213) 481-2739 Email: jshunhoff@ph.lacountv.gov
<u>Drew Principal Investigator/Project Director</u> Name: Eric Bing, M.D., Ph.D, M.P.H. Address: Drew CARES 1748 E. 118 th Street, Bldg. N. Los Angeles, CA 90059 Telephone: (323) 357-3447 Fax: (323) 357-3477 Email: eric.g.bing@gmail.com	<u>Principal Investigator/Project Director</u> Name: Trista Bingham, M.P.H. M.S. Address: HIV Epidemiology Program 600 S. Commonwealth Ave. Ste. 1920 Los Angeles, CA 90005 Telephone: (213) 351-8175 Fax: (213) 487-6473 Email: tbingham@ph.lacountv.gov
<u>Department Contact</u> Name: Corazon, Ortile Address: Drew CARES 1748 E. 118 th Street Los Angeles, CA 90059 Telephone: (323) 357-3459 Fax: (323) 563-9333 Email: cortile@cdrewu.edu	<u>Department Contact</u> Name: Douglas Frye, M.D. MPH Address: HIV Epidemiology Program 600 S. Commonwealth Ave. Ste 1920 Los Angeles, CA 90005 Telephone: (213) 351-8196 Fax: (213) 487-9386 Email: dfrye@ph.lacountv.gov
<u>Office of Grants and Contracts</u> Name: Maria Diaz-Romero Address: 1731 E. 120 th Street Los Angeles, CA 90059 Telephone: (323) 563-5944 Fax: (323) 357-3435 Email: mariadiazromero@cdrewu.edu	<u>Office of Grants and Contracts</u> Name: Gary Izumi Address: 313 N. Figueroa, 6 th Floor Los Angeles, CA 90012 Telephone: (213) 240-8179 Fax: (213) 250-2958 Email: gizumi@ph.lacountv.gov
<u>Financial Contact</u> Name: Emmanuel Anyakpor Address: 1731 E. 120 th Street Los Angeles, CA 90059 Telephone: (323) 563-5820 Fax: (323) 563-1953 Email: emmanuelanyakpor@cdrewu.edu	<u>Financial Contact</u> Name: Belinda Sngunon Address: 5555 Ferguson Drive Room 100-50 Commerce, CA 90022 Telephone: (323) 890-7836 Fax: (323) 890-8545 Email: bsngunon@ph.lacountv.gov

APPENDIX E BUDGET

COUNTY OF LOS ANGELES –DEPARTMENT OF PUBLIC HEALTH HIV EPIDEMIOLOGY PROGRAM

Exploring the Role of the Black Church among African American MSM January 1, 2007 – June 30, 2007

I. PERSONNEL \$ 12,719

Principal Investigator (0.10)	Trista Bingham	\$ 5,248
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Trista Bingham will serve as Co-Principal Investigator on this pilot study. Support of 10% of her time for the project period is requested to cover activities associated with IRB protocol preparation and submission; co-development of qualitative and quantitative instruments; meetings with community advisors; pre-testing and refinement of qualitative and quantitative instruments; qualitative and quantitative data management, cleaning, and analysis; and interpretation and preparation of mixed methods results for publication.

Data Conv. Supervisor I (0.50)	Mary Vitale	\$ 3,381
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Ms. Vitale will spend 50% time over the period of two months transcribing 8 focus group interviews and data-entering pre-group quantitative data.

Employee Benefits Full-time Personnel @ 47.4026%	\$ 4,090
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II. OPERATING EXPENSES \$ 200

<u>Office Supplies</u>	\$ 200
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Funds are requested to cover printing and duplication costs as well as to purchase batteries and audio-taping equipment for focus group interviews.

III. INDIRECT COST @ 24.2598% of total salaries	\$ 2,093
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TOTAL BUDGET:	\$ 15,012
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